

Article 12.0 – TPEP Evaluation

Classroom Teacher Evaluation

12.1 Introduction - The goal of the evaluation procedures will be to improve the educational program by improving the quality of instruction. The evaluation process will recognize strengths, identify areas needing improvement, and provide support for professional growth.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110:

“(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

“To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.”

12.2 Applicability and General Procedures - This evaluation system set forth in this Article applies only to classroom teachers, specifically those employees with an assigned group of students who provide academically-focused instruction for students.

The term “classroom teacher” does not include ESAs, counselors, librarians, media specialists, TOSAs, instructional coaches, and other bargaining unit members who do not work with regularly-recurring and specifically-defined groups of students. Those bargaining unit members who do not meet this definition will remain under the evaluation system in Article 8.

Employees will be assigned an evaluator and evaluation system by October 1 of each year. Employees will be evaluated by an evaluator who has been trained in observation, evaluation, and the use of the specific instructional framework and rubrics to assure inter-rater reliability.

Use of an online evaluation management system will be at the mutual agreement of the employee and evaluator.

12.3 Professional Development - Employees will be provided with sufficient compensated time and resources to complete the new evaluation process. Time in the contract includes three (3) ERM days as well as additional professional development days under sections 6.2 and 6.3. Should there be a question of adequacy of resources or time, it will be discussed and resolved in contract maintenance.

12.4 State Criteria, Framework, and Scoring

12.4.1 Evaluation Criteria - The state evaluation criteria are:

- 12.4.1.1** Centering instruction on high expectations for student achievement.
- 12.4.1.2** Demonstrating effective teaching practices.
- 12.4.1.3** Recognizing individual student learning needs and developing strategies to address those needs.
- 12.4.1.4** Providing clear and intentional focus on subject matter content and curriculum.
- 12.4.1.5** Fostering and managing a safe, positive learning environment.
- 12.4.1.6** Using multiple data elements to modify instruction and improve student learning.
- 12.4.1.7** Communicating and collaborating with parents and the school community.
- 12.4.1.8** Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

12.4.2 Instructional Framework - The parties have agreed to the instructional framework developed by the Center for Educational Leadership (CEL) at the University of Washington (5 Dimensions), and approved by OSPI. The instructional framework is included in Appendix 10-A. The framework will henceforth be referred to as “5-D,” or an updated version should both parties agree.

12.4.3 State Criteria Rating - Employees will be rated: 1 (Unsatisfactory), 2 (Basic), 3 (Proficient) or 4 (Distinguished) for each of the state’s eight (8) evaluation criteria. The evaluator will base criterion ratings on the preponderance of evidence of the employee’s overall performance according to the component rubrics underlying each criterion. Separate scores for each of the 35 components of the 5-D instructional framework are not required.

Each criterion shall be scored collaboratively by the evaluator and employee based on components in that criterion using a preponderance of the evidence. This analysis will reflect a holistic assessment of the employee’s performance in each criterion. If there is a dispute between the evaluator and the employee regarding criterion ratings, the parties will have an opportunity to require or submit additional evidence. The final decision is the responsibility of the evaluator.

Employees are assumed fundamentally competent and through observations, dialogue, evidence, artifacts, and other means of evidence, proficiency is demonstrated by employees throughout the evaluation process. If an evaluator rates an employee Basic or Unsatisfactory in any criterion, the evaluation report must discuss the specific evidence relied upon in reaching that determination.

The eight (8) criteria ratings will be totaled. Using the state Summative Performance Rating guide, the employee will receive a State Criteria Rating of a 1 (8-14), 2 (15-21), 3 (22-28), or 4 (29-32).

12.4.4 Student Growth Score - Employees will be scored 1 (Unsatisfactory), 2 (Basic), 3 (Proficient) or 4 (Distinguished) for each of five (5) student growth components in state criteria 3, 6, and 8.

Scores for the student growth components will be totaled. Using the state Student Growth Rating guide, the employee will receive a Student Growth Score of Low (5-12), Average (13-17), or High (18-20).

Student growth data will be taken from multiple sources, and must be appropriate and relevant to the employee's assignment. It will include employee-initiated formal and informal assessments of student progress. Student growth data used for purposes of evaluation must measure growth between two points in time. State testing results, where practicable and applicable, may be utilized in the evaluation of staff.

12.4.5 Final Evaluation Rating - Each employee will receive a Final Evaluation Rating of 1 (Unsatisfactory), 2 (Basic), 3 (Proficient) or 4 (Distinguished), which combines his or her State Criteria Rating and Student Growth Score using the Evaluation Scoring and Rating Guide.

If an employee receives a 4 (Distinguished) Instructional Framework Score and a Low Student Growth Score, his or her Final Evaluation Rating is 3 (Proficient).

If any employee receives a Low Student Growth Score, the employee and evaluator will mutually agree to engage in at least one of the following Low Student Growth Activities:

Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, district and state-based tools.

12.4.5.1 Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment.

12.4.5.2 Conduct two (2) additional thirty-minute (30) observations.

12.4.5.3 Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices.

12.4.5.4 Create and implement a professional development plan to address student growth areas.

12.5 Comprehensive Evaluation - A Comprehensive Evaluation must be completed at least once every four (4) years.

The employee may complete a self-assessment, using either Appendix 10-B CEL 5D Evaluation Rubric or an on-line system. The employee may share the self-assessment with the evaluator.

The employee will set goals for student growth criteria 3, 6, and 8 using the Student Growth Goal Form in Appendix 10-C.

The employee and evaluator will mutually determine the evidence and artifacts, if any, necessary to successfully complete the evaluation process.

12.5.1 Observations - Observations may be scheduled or unscheduled, provided that each employee will receive at least two (2) pre-scheduled observations annually. Observations do not have to be in the classroom.

The total annual observation time cannot be less than sixty (60) minutes. Employees will be observed at least twice. Any required observation will not be

less than thirty (30) minutes in length. For first and second year provisional employees, at least two (2) observations totaling at least sixty (60) minutes will be documented in the Final Evaluation Report (Appendix 10-F) as to date, time, length of observation, and what was observed. For third year provisional employees, at least three (3) observations totaling ninety (90) minutes will be documented.

The employee may request additional observations.

12.5.2 Pre- and Post- Observation Conferences - Observations may be preceded and/or followed by employee/evaluator conferences at the request of either the employee or the evaluator. If a pre-conference is requested, the employee and evaluator will establish a date for the observation and discuss the employee's goals, professional activities to be observed, their content, objectives, strategies, and observable evidence to meet the scoring criteria. If a post-conference is requested, the employee and evaluator will review the employee's and evaluator's evidence related to the scoring criteria during the observation, and discuss the employee's performance. At the request of the evaluator or the employee, observation and evaluation meetings may take place during planning periods. Any pre- or post- observation form, written or in an online system, is optional; however, the employee must attend any mutually-agreed conference prepared to address the evaluator's topics, questions and concerns.

The first of at least two (2) prearranged required observations for each employee will be conducted no later than the last day of the first semester or ninety (90) days from the date of employment. The second should occur before Spring Break, but no later than May 1. The interval between the two required observations should facilitate the occurrence and observation of student and professional growth.

The evaluator will document all required observations and any additional observations lasting thirty (30) minutes or more using the Observation Form in Appendix 10-D or in an on-line system and provide copies to the employee within three (3) days of the report being prepared. The employee may add comments to observation forms.

The evaluator will clearly identify, in writing, any specific concerns arising from observations in the comments section for the applicable criteria and provide possible solutions. In such circumstances, the employee may provide and/or the evaluator may require additional evidence or artifacts to address specific concerns, especially for those criteria not observed in the classroom. Any evidence or artifacts provided to address concerns will be considered in determining the Final Evaluation Rating.

12.5.3 Final Evaluation Conference - Prior to May 15, the employee shall be provided with a copy of the evaluation report and afforded an opportunity to confer with the evaluator at a mutually agreed upon time. The employee shall be entitled to append comments or explanations within a reasonable amount of time.

12.6 Focused Evaluation - Non-provisional employees who have been rated Proficient or higher the previous year on a Comprehensive Evaluation will be evaluated the next three (3) years on a Focused Evaluation. However, any employee may be returned to a Comprehensive Evaluation by either the evaluator or the employee, provided notice of the decision is provided by December 15.

With evaluator approval, the employee will select one (1) of the state's eight (8) evaluation criteria to focus professional growth. Focused Evaluations must also always include student growth criteria 3, or 6, or 8. Employees on focused are only required to choose one growth goal

area.

A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

A group of employees may focus on the same evaluation criteria and share professional growth activities.

Observations and conferences for the Focused Evaluation will follow the guidelines set forth in the Comprehensive Evaluation process (section 12.5).

12.7 Support for Basic and Unsatisfactory Ratings –

12.7.1 The Association will be notified when any employee is rated below Proficient. Employees placed on probation shall receive a plan of improvement as set forth in RCW 28A.405.100 and section 8.7.2. If an employee demonstrates a need for improvement in one or more areas that do not rise to the level of requiring formal probation, at either party's request, an informal plan to improve the employee's performance may be developed.

12.7.2 Whenever an employee is rated below Proficient, the evaluator and the employee will attempt to develop a mutually agreeable Improvement Plan with the goal of improving the employee's rating. If the evaluator and the employee are unable to agree on a mutually acceptable plan, the evaluator will prepare and deliver a plan to the employee, which will include:

12.7.2.1 Evaluation criteria that are not being met.

12.7.2.2 Evidence of non-proficient performance.

12.7.2.3 Expected performance that will cause the employee to be rated proficient.

12.7.2.4 Benchmarks and periodic feedback defining and marking improvement and mastery of performance expectations, as well as the duration of the plan.

12.7.2.5 Specific resources and/or provisions provided to the employee.

If an employee with more than five (5) years of experience receives a Final Evaluation Rating below Proficient, the employee must be observed before October 15 the following year. If the first observation in that following year continues to document specific performance concerns, an Improvement Plan will be completed prior to completion of the Comprehensive Evaluation for that school year. This plan may be the same as the plan completed earlier or it may be modified based on the observation done before October 15.

12.8 Provisional Employees - A second-year provisional employee who receives a Final Evaluation Rating of Proficient or Distinguished may be granted continuing contract status for the subsequent school year by the Superintendent.

Before non-renewing a provisional employee for performance deficiencies, the evaluator will have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating deficiencies. Such efforts may include an informal plan of improvement. The performance rating is one of multiple factors that may be considered in deciding whether to renew the contract of a provisional employee.

The evaluator will provide notice of non-renewal by May 15 or such later date as may be allowed by law.

12.9 Probation

12.9.1 At any time after October 15, an employee whose work is not judged satisfactory based on District evaluation criteria shall be notified in writing of the specific areas of deficiency along with a reasonable and specific program for improvement. For classroom teachers, the following comprehensive summative evaluation performance ratings mean a classroom teacher's work is not judged satisfactory:

12.9.1.1 Level 1; or

12.9.1.2 Level 2 if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period.

12.9.2 During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the school District. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15 of the same school year. The probationary period may be extended into the following school year if the probationer has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15 of less than level 2. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the District Superintendent and need not be submitted to the Board of Directors for approval.

12.9.3 If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance. The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement.

12.9.4 A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with five (5) or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five (5) years of experience.

12.10 Evaluation During the Probationary Period - During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.

The evaluator may authorize one (1) additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated

employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service District in which the school District is located and selected from a list of evaluation specialists compiled by the educational service District.

Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationary employee constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

12.10.1 Evaluator's Post-Probation Report - At the end of the probationary period but no later than May 1, the evaluator will submit a written report to the Superintendent and employee. The written report must document the employee's performance during the probationary period and contain a recommended course of action (either extension of the probationary period or non-renewal) to be taken by the Superintendent.

12.11 Discharge - When a continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two (2) consecutive years, the school District shall, within ten (10) days of the completion of the second summative comprehensive evaluation or May 15, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300. Any employee who is issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article has ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

Definitions:

Criteria will mean one (1) of the eight (8) state defined categories to be scored.

Component will mean the sub-section of each criterion.

Artifacts will mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Evidence will mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment.

Not Satisfactory will be as defined in RCW 28A.405.100 and will mean:

Level 1 Unsatisfactory - Receiving a 1 is not considered satisfactory performance for all teachers.

Level 2 Basic - If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if the level 2 has been received two (2) years in a row or two (2) years within a consecutive three (3) year period, the teacher is not considered performing at a satisfactory level.

Student Growth Data will mean the change in student achievement between two points in time. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.